



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Approving Downtown Cleaning Contract with United Cerebral Palsy of San Joaquin, Amador, and Calaveras Counties, of Stockton, for Fiscal Year 2008/09 (\$30,504)

**MEETING DATE:** October 1, 2008

**PREPARED BY:** Public Works Director

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**RECOMMENDED ACTION:** Adopt a resolution approving Downtown cleaning contract with United Cerebral Palsy of San Joaquin, Amador, and Calaveras Counties, of Stockton, for Fiscal Year 2008/09 and authorizing the City Manager to execute the contract.

**BACKGROUND INFORMATION:** A clean Downtown enhances a safe and welcoming environment. United Cerebral Palsy (UCP) has been cleaning Downtown public parking lots since 2000. It also has been successfully used at several City facilities to address one-time needs. Staff is proposing contracting with UCP to include the cleaning of the Downtown core, as shown on the attached map. The emphasis would be placed on trash, litter, spills, leaf removal and street furniture cleaning on School Street.

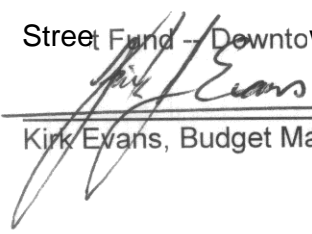
This contract would begin November 2008. Service would be provided Monday through Friday, 6 a.m. to 10 a.m. New funds from the solid waste franchise agreement beginning January 1, 2009, will be used for this service. The Street Fund has sufficient cash to pay for the first two months of the contract.

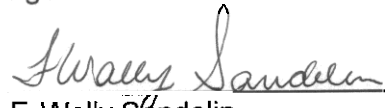
A UCP crew is composed of four persons plus a supervisor. The contract rate for a crew is \$46.50 per hour. UCP is the only non-profit organization that pays the disabled the State minimum wage. All other organizations pay crew members **less** and cite additional benefits such as training, transportation, supervision, and overhead as reasons for below-minimum wage.

The Streets and Drainage Division employees are in favor of this proposal. Staff has met and conferred with Local 149 of the American Federation of State, County, and Municipal Employees (AFSCME).

**FISCAL IMPACT:** \$30,504.

**FUNDING AVAILABLE:** Street Fund - Downtown Cleaning (321) fund.

  
Kirk Evans, Budget Manager

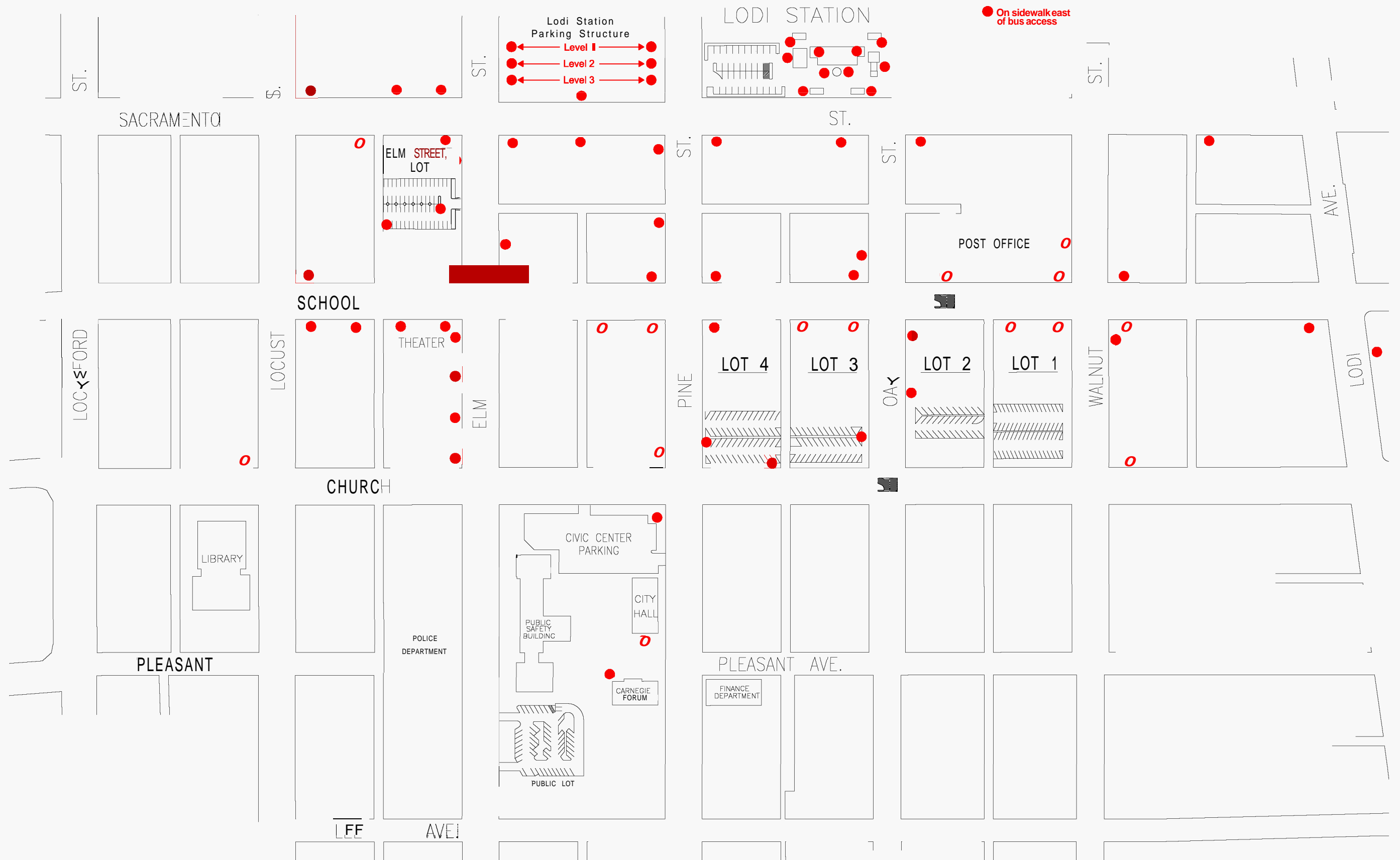
  
F. Wally Sandelin  
Public Works Director

Prepared by George M. Bradley, Streets & Drainage Manager  
FWS/GMB/CJ/dsg  
Attachments  
cc: Curl Juran, Assistant Streets & Drainage Manager  
Downtown Lodi Business Partnership

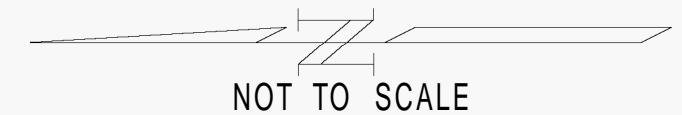
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APPROVED:

  
Blair King, City Manager



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CITY OF LODI  
PUBLIC WORKS DEPARTMENT

DOWNTOWN  
CLEANUP

## **Contract for “Downtown Lodi Cleaning; Crew”**

This contract agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2008 between United Cerebral Palsy Association of San Joaquin, Amador, and Calaveras Counties, (hereafter referred to as the Contractor) and the City of Lodi, (hereafter referred to as the Customer). This contract intends to define the responsibilities associated with the provision of a “Downtown Lodi Cleaning” service by the Contractor for the Customer. The Contractor, beginning November 1 2008, will provide services associated with the “Downtown Lodi Cleaning” project. The duties outlined in the contract will not officially begin until Customer specifies.

The services for “Downtown Lodi Cleaning” outlined in the following proposal will be conducted by persons with disabilities affiliated with the Contractor’s Supported Employment program. This program is considered cost-effective for the State of California because it transitions adults with special needs into gainful employment opportunities that they would otherwise not be able to obtain under normal circumstances. Because of the unique working relationship associated with this contract, the City of Lodi’s specific needs for “Downtown Lodi Cleaning” will be met as well as the needs of the disabled worker.

The working relationship defined under this contract may be extended or terminated by either party with a written one-month notice or mutually agreed upon time.

In addition to the terms outlined between the Contractor and the Customer, both parties agree that:

- a) No alterations or variation of the terms of the contract shall be valid unless made in writing and signed by the Contractor and the Customer and no oral understanding or agreement not incorporated in the contract shall be binding on either party to the contract.
- b) Implementation of this contract cannot occur until both parties have approved the terms specified in the contract.
- c) The Customer retains the right to use the crew for other “cleaning projects” by mutual agreement between the Customer and Contractor. Additional charges for other projects will be assessed prior to beginning any project not related to “Downtown Lodi Cleaning”.

It is suggested that the Customer, upon agreement of these terms, supply the Contractor an outline of specific responsibilities related to the “Downtown Lodi Cleaning” project’s duties as outlined by the City of Lodi include:

- Work hours, Monday – Friday, 6:00 am – 10:00 am, except holidays
- Empty trash containers and clean area Monday & Friday (map attached)
- Clean all Downtown furniture weekly, dust benches, bollards, light standards
- Remove litter, broken glass, cleanup spills
- Remove fallen leaves weekly
- Wash sidewalk areas around trash containers monthly
- Report hazards immediately – broken tree limbs, loose pavers, bent signs, etc.

### **The Contractor’s responsibilities**

1. The Contractor will provide the staff to make up one (1) crew, totaling four (4) crewmembers, to ensure the production needs of the contract are met. The Contractor will assign one (1) supervisor/job coach to ensure quality and accuracy of all duties associated with the required work. It shall be the responsibility of the supervisor/job coach to keep accurate account of each

service performed and to monitor the quality standards set forth by the Customer. With prior approval, the Contractor may make modifications to the work station/area to accommodate crewmembers at no cost to the Customer.

2. The Contractor will perform "Downtown Lodi Cleaning" as designated by the Streets & Drainage Manager. The cleaning schedule will be a rotating schedule to ensure all designated Downtown areas receive adequate cleaning for the month. For convenience and safety, UCP agrees to begin cleaning Downtown at 6:00 a.m. – 10:00 a.m., Monday through Friday.
3. It shall be the responsibility of the Contractor to train, supervise, schedule and oversee all crewmembers at no cost to the Customer. The Contractor agrees to provide the trainer(s)/supervisor(s) to the Customer at no additional charge to the Customer. The trainer(s)/supervisor(s) will remain on-site, in the immediate work area while crewmembers are present. The Contractor has the sole responsibility of all Workers' Compensation and wages paid to each crewmember and staff assigned to the work site.
4. The Contractor and not the Customer, will pay all crewmember wages; all personnel costs and liabilities (e.g., Workers' Compensation, insurance, state and federal taxes as well as any reimbursement costs), associated with the "Downtown Lodi Cleaning" services rendered.
5. Detailed tracking documents, time studies and the invoice will be submitted to the Customer on a monthly basis.
6. The Contractor will properly maintain all equipment and supplies to ensure that the project services associated with the daily operations not be negatively affected. If the Contractor damages any property due to negligence, or causes harm to persons through negligence, the Contractor will be responsible for all liabilities including repairing or replacing the Customer's property.
7. Notwithstanding the provisions of section 5 below under the Customer's responsibilities, all crewmembers will comply with the health and safety regulations established by the Customer while performing the contract services.
8. The Contractor will make up the lost hours due to holidays, the following business day.

#### The Customer's Responsibilities

1. The Customer will reimburse the Contractor by the fifteenth (15th) working day of each month, after submission of invoice for services of \$46.50 for each hour associated with the "Downtown Lodi Cleaning".
2. The Customer will provide all Contractor crewmembers with "Downtown Lodi Cleaning" supplies and equipment specific to 'Special Services' as outlined in the proposal, to ensure the production and productivity of the contract is performed to the Customer's standards.
3. The Customer, within reason, will assist the Contractor crewmembers in locating and centralizing tools and equipment specific to the contract on an as needed basis.
4. The Customer will maintain confidentiality of all records and transactions with the Contractor.
5. The Customer will indemnify and hold harmless the State of California, its officers, agents, employees, and volunteers from any and all claims and losses occurring or resulting to any persons, firm or corporation that may be injured or damaged by the Contractor in the performance of this contract. This indemnity shall not apply to on the job injuries caused by the Contractor's Workers' Compensation injuries incurred by the Contractor's crewmembers.

The Contractor and the agent employees of the Contractor, in the performance of the contract, are acting in an independent capacity and not as officers or employees of the State of California.

### Downtown Lodi Cleaning Cost Projection

FY08-09	July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	Total
Hrs. Serviced					72	84	80	76	88	88	80	88	<b>656</b>
Cleaning Cost Per Hr.					\$46.50	\$46.50	\$46.50	<b>\$46.50</b>	<b>\$46.50</b>	<b>\$46.50</b>	<b>\$46.50</b>	\$46.50	<b>\$ 46.50</b>
Cleaning Cost Per Month					\$3,348	\$3,906	\$3,720	<b>\$3,534</b>	<b>\$4,092</b>	<b>\$4,092</b>	<b>\$3,720</b>	\$4,092	<b>\$30,504</b>



By binding signatures, United Cerebral Palsy of San Joaquin, Calaveras, & Amador Counties and the City of Lodi agree to all the stipulations in this agreement and its attachments:

\_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Date

CITY OF LODI, a municipal corporation


\_\_\_\_\_  
Blair King, City Manager

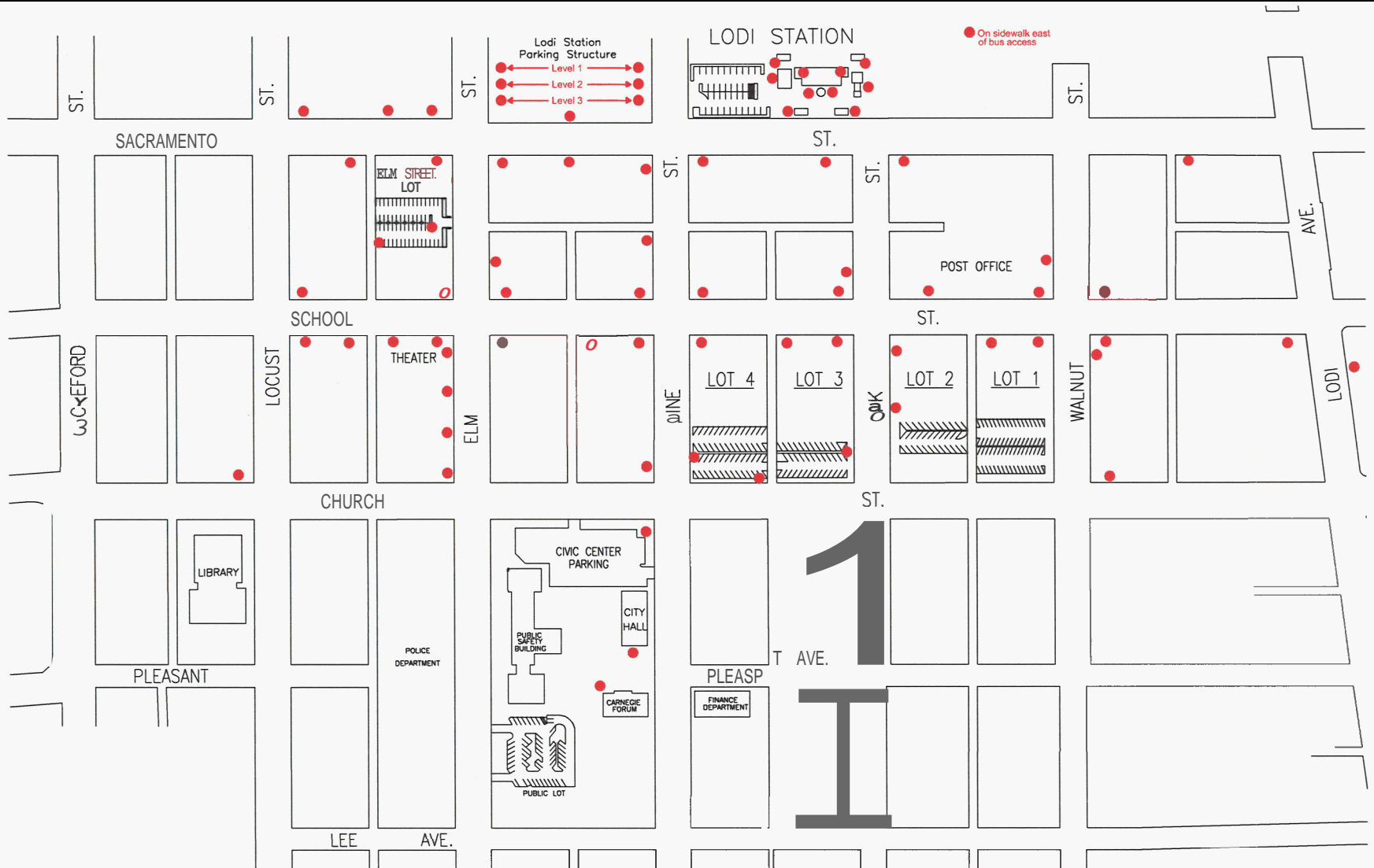
\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Randi Johl, City Clerk

Approved as to Form:

\_\_\_\_\_  
D. Stephen Schwabauer, City Attorney 



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NOT TO SCALE

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CITY OF LODI  
PUBLIC WORKS DEPARTMENT

**DOWNTOWN  
CLEANUP**

RESOLUTION NO. 2008-196

A RESOLUTION ~~OF~~ THE LODI CITY COUNCIL AUTHORIZING  
THE CITY MANAGER TO EXECUTE A CONTRACT WITH UNITED  
CEREBRAL PALSY OF SAN JOAQUIN, AMADOR, AND CALAVERAS  
COUNTIES, OF STOCKTON, FOR FISCAL YEAR 2008-09 ~~FOR~~  
DOWNTOWN LODI CLEANING

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WHEREAS, the United Cerebral Palsy (UCP) has been cleaning Downtown public parking lots since 2000, and since that time, it has been successfully used at several City facilities to address one-time needs; and

WHEREAS, staff is proposing contracting with UCP to include the cleaning of the Downtown core with the emphasis being placed on School Street and addressing furniture, trash, litter, spills, and leaf removal; and

WHEREAS, a UCP crew is composed of four persons plus a supervisor and this program provides transportation and direct supervision for the UCP crew. In addition to strengthening the self-esteem of these crew members, the citizens of Lodi will receive an increased service to the Downtown area; and

WHEREAS, the contract rate for a crew is \$46.50 per hour. UCP is the only non-profit organization that pays the disabled State minimum wage. All others pay the crew members **less** and cite additional benefits such as training, transportation, supervision, and overhead as reasons for below-minimum wage; and

WHEREAS, the Streets and Drainage Division employees are in favor of this proposal, and staff has met and conferred with Local 149 of the American Federation of State, County, and Municipal Employees.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve a Downtown Lodi cleaning contract with United Cerebral Palsy of San Joaquin, Amador, and Calaveras Counties, of Stockton. for fiscal year 2008-09 in the amount of \$30,504; and

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager to execute the contract.

Dated: October 1, 2008

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I hereby certify that Resolution No. 2008-196 was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 1, 2008, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, and Katzakian

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Mayor Mounce

ABSTAIN: COUNCIL MEMBERS – None

  
JENNIFER M. PERRIN  
Assistant City Clerk

**CITY COUNCIL**

**JOANNE L. MOUNCE**, Mayor  
**LARRY D. HANSEN**,  
Mayor Pro Tempore  
**SUSAN HITCHCOCK**  
**BOB JOHNSON**  
**PHIL KATZAKIAN**

**CITY OF LODI**  
**PUBLIC WORKS DEPARTMENT**

**CITY HALL, 221 WEST PINE STREET**  
**P.O. BOX 3006**  
**LODI, CALIFORNIA 95241-1910**  
**(209) 333-6706**  
**FAX (209) 333-6710**  
**EMAIL [pwdepi@lodi.gov](mailto:pwdepi@lodi.gov)**  
**<http://www.lodi.gov>**

**BLAIR KING**  
City Manager  
**RANDI JOHL**  
City Clerk  
**D. STEVEN SCHWABAUER**  
City Attorney  
**F. WALLY SANDELIN**  
Public Works Director

September 26, 2008

Downtown Lodi Business Partnership  
P.O. Box 1565  
Lodi, CA 95241-1565

**SUBJECT:** Adopt Resolution Approving Downtown Cleaning Contract with  
United Cerebral Palsy of San Joaquin and Amador Counties, of Stockton,  
for Fiscal Year 2008/09 (\$30,504)

Enclosed is a copy of background information on an item on the City Council agenda of  
Wednesday, October 1, 2008. The meeting will be held at 7 p.m. in the  
City Council Chamber, Carnegie Forum, 305 West Pine Street.

This item is on the consent calendar and is usually not discussed unless a  
Council Member requests discussion. The public is given an opportunity to address  
items on the consent calendar at the appropriate time.

If you wish to write to the City Council, please address your letter to City Council,  
City of Lodi, P. O. Box 3006, Lodi, California, 95241-1910. Be sure to allow time for the  
mail. Or, you may hand-deliver the letter to City Hall, 221 West Pine Street.

If you wish to address the Council at the Council Meeting, be sure to fill out a speaker's  
card (available at the Carnegie Forum immediately prior to the start of the meeting) and  
give it to the City Clerk. If you have any questions about communicating with the Council,  
please contact Randi Johl, City Clerk, at 333-6702.

If you have any questions about the item itself, please call George Bradley,  
Streets and Drainage Manager, at 333-6740.



for: **F. Wally Sandelin**  
Public Works Director

**FWS/pmf**

**Enclosure**

**cc: City Clerk**